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RECORDATION NO. 18022-A

FILED 1428

DEC 12 1995 -2 45 PM

INTERSTATE COMMERCE COMMISSION

DONALD E. CROSS (1923-1986)

THOMAS M. AUCHINCLOSS, JR.
LEO C. FRANEY
JOHN D. HEFFNER
WILLIAM E. KENWORTHY
KEITH G. O'BRIEN
BRYCE REA, JR.
BRIAN L. TROLANO
ROBERT A. WIMBISH

BY HAND

December 12, 1995

Ms. Janice Fort
Equipment Recordation Office
Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, D.C. 20423

RE: Assignment of Security Agreement on Rail Equipment
(Assignment of Security Interest Filed Under FCC
Recordation Number 18022)
First National Bank of Maryland -- Assignor
Eric D. Gerst -- Assignee

Dear Ms. Fort:

Enclosed for recordation pursuant to the provisions of 49
U.S.C. Section 11303(a) is the following document:

A copy of a Purchase and Assignment Agreement dated June 2,
1995 -- a secondary document as defined in the Commission's Rules
for Recordation of Documents under 49 CFR § 1177. This Purchase
and Assignment Agreement assigns to the assignee (listed below)
assignor's security agreement filed with the Commission under
Recordation Number 18022. The names and addresses of the parties
to this Assignment are:

Assignor: First National Bank of Maryland, MP
25 S. Charles Street, 15th Floor
Baltimore, MD 21201

Assignee: Eric D. Gerst
Two Bala Plaza
Suite 300
Bala Cynwyd, PA 19004

A description of the railroad equipment covered by this filing
is provided in Exhibits A and B of the attached Purchase and
Assignment Agreement.

RECORDED
OFFICE OF THE
SEC. OF TRANSPORTATION
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LICENSING BRANCH

Counterpart Robert C. Timbush

Ms. Janice Fort
December 12, 1995
Page 2

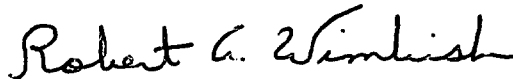
A short summary of the enclosed document to appear in the Commission's index is:

Purchase and Assignment Agreement dated June 5, 1995, between First National Bank of Maryland, MP (Assignor) and Eric D. Gerst (Assignee), assigning security interest filed under ICC Recordation Number 18022.

A recordation fee of \$21.00 is enclosed:

Please let me know if you need anything else.

Sincerely Yours,

A handwritten signature in cursive script that reads "Robert A. Wimbish".

Robert A. Wimbish

Enclosures

cc: Jeff Stoops
Don Redfearn

RECORDATION NO. 18022-A

FILED 1425

PURCHASE AND ASSIGNMENT AGREEMENT

DEC 12 1995 2 45 PM

MINNESOTA COMMERCE COMMISSION

WITNESSETH:

This Purchase and Assignment Agreement ("the Agreement") is made as of this second day of June, 1995 between Eric D. Gerst ("Assignee") and The First National Bank of Maryland, N.A. ("Assignor") in conjunction with: (i) the Settlement Agreement of even date entered into among Assignee and RailAmerica, Inc. ("RailAmerica"), RailAmerica Services Corp., and Huron & Eastern Railway Company, Inc.; and (ii) the Escrow Agreement dated May 24, 1995 between Assignee, Assignor, RailAmerica, Jeffrey B. Gerst, Elizabeth M. Gerst, and Blank, Rome, Comisky & McCauley ("Escrow Agent"), only as Escrow Agent.

NOW THEREFORE, intending to be legally bound, Assignor and Assignee agree as follows:

1. Assignor, without recourse as to collection, assigns, transfers, indorses, where appropriate, conveys and sells all of its right, title and interests to and in all loan and security agreement, term notes (specifically, the \$106,666 Term Note and the \$175,000 Term Note), financing statements, and other related documentation listed on Exhibit A hereto, which Exhibit A is incorporated herein by reference (collectively "the Loan Documentation"), to Assignee as of the date of the closing of the Settlement Agreement ("the Settlement Closing Date") and shall instruct Escrow Agent to deliver the Loan Documentation to Assignee at that time.

LICENSING BRANCH

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OFFICE OF THE
SECRETARY

(MP) JJS

, WITHOUT RECOURSE AS TO COLLECTION,

2. Assignor assigns, transfers, indorses, where appropriate, conveys and sells all of its right, title and interest to and in all debts, liabilities, and obligations owing to Assignor under the Loan Documentation, including, without limitation all principal, interest, default interest, penalties, and expense requirements owing thereunder ("the Debts") to Assignee as of the Settlement Closing Date.

3. Assignor, without recourse as to collection, assigns, transfers, conveys and sells all of its right, title and interest to and in all security interests obtained by Assignor in connection with the Debts and the Loan Documentation ("the Security Interests") to Assignee as of the Settlement Closing Date.

4. Assignor, without recourse as to collection, assigns, transfers, conveys and sells all of its right, title and interest to and in all collateral securing the Debts and the Loan Documentation, including, but not limited to, the equipment listed on Exhibit B hereto, which Exhibit B is incorporated here by reference ("the Collateral") to Assignee as of the Settlement Closing Date.

5. In consideration for this assignment, Assignee will instruct Escrow Agent to wire transfer to Assignor \$120,000 ("the Purchase Price") as of the Settlement Closing Date.

6. Notwithstanding the terms of any indorsement on any item of the Loan Documentation, Assignor represents and warrants to Assignee as of the date of this Agreement and as of the Settlement Closing Date that:

a. Assignor is a national banking association duly organized, validly existing and in good standing under the banking rules of the United States of America;

b. Assignor is the owner and holder of and has good and indefeasible title to the Loan Documentation, the Debts and the Security Interests (collectively referred to at times hereafter as "the Assets"). Assignor has full right, power and authority to sell, endorse, assign, transfer and deliver the Assets to Assignee and to otherwise enter into, execute, deliver and perform this Agreement. At the closing and on the Settlement Closing Date, Assignor shall, without recourse as to collection, assign, transfer, sell, indorse, where appropriate, and convey all of Assignor's right, title and interest to and in the Assets, free of any and all liens, charges, security interests and other encumbrances;

c. Assignor has not previously transferred any of its right, title, or interest in any of the Assets nor has Assignor pledged or granted any liens, mortgages, security interests or encumbrances on any of such Assets.

~~and~~

MP Gm

7. Upon signing this Purchase and Assignment Agreement, Assignor shall further assist Assignee in effectuating the terms and intent of the Purchase and Assignment Agreement from time to time at Assignee's request, and without further consideration, Assignor shall execute and deliver such further documents and take such actions as Assignee may reasonably require to ^{without recourse as} assign, ^{to collection,} transfer, convey, sell to, and vest in Assignee all of Assignor's rights, title, and interests in the Assets. (MP)
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8. With respect to indorsement of the term notes, Assignor specifically agrees:

- a. Assignor shall execute an Allonge -- Indorsement to the \$106,666 Term Note and an Allonge -- Indorsement to the \$175,000 Term Note (collectively "the Indorsements"), attached hereto as Exhibits C and D respectively, on the Settlement Closing Date;
- b. Assignor shall telefax the Indorsements to Assignee on the Settlement Closing Date, which Indorsements shall have been duly executed by an authorized representative of Assignor. Contemporaneously, Assignor shall also telefax a confirmation, certification and affirmation to Assignee that the signatures on the Indorsements are, in fact, original signatures of authorized Assignor representatives;

c. Assignee shall affix the telefaxed Indorsements to the term notes, where appropriate, at closing on the Settlement Agreement; and

d. On the Settlement Closing Date, Assignor shall forward to Escrow Agent by overnight mail or by courier for same day delivery the original Indorsements themselves, which Indorsements shall also be affixed to the term notes by Assignee upon receipt.

9. Assignor shall also provide Assignee with a Notice of Cancellation of Recordation with respect to the Loan Documentation to be filed with the Interstate Commerce Commission or its successor entity ("ICC"), which Assignee will file with the ICC.

10. This Purchase and Assignment Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Purchase and Assignment. This Purchase and Assignment Agreement may be executed by telefax.

11. The Purchase and Assignment Agreement shall bind and inure to the benefit of the Assignee, its successors and assigns and bind and inure to the benefit of Assignor, its successors and assigns.

12. The Purchase and Assignment Agreement shall be governed by and construed in accordance with the provisions of the

substantive laws of the Commonwealth of Pennsylvania in any dispute between Assignor and Assignee, without giving effect to principles relating to the conflict of laws.

13. The Purchase and Assignment Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. The parties hereto acknowledge that they have read this Purchase and Assignment Agreement, have consulted independent counsel of their choosing and are familiar with its contents and they execute this Purchase and Assignment Agreement with the full knowledge of its meaning and legal effect.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Assignment Agreement to be executed the date and year first written above.

THE FIRST NATIONAL BANK OF MARYLAND

By: *Michael P. Smith* *TRANSACTION EXECUTIVE*
Authorized Representative

Eric D. Gerst [seal]
Eric D. Gerst

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EXHIBIT A

1. Term Loan and Security Agreement -- recorded with the Interstate Commerce Commission on December 21, 1990, at 3:05 p.m. under recordation no. 17142-A.

2. \$106,666 Term Note.

3. UCC-1 Financing Statements dated January 14, 1991.

4. Term Loan and Security Agreement -- recorded with the Interstate Commerce Commission on December 4, 1992, at 2:55 p.m. under recordation no. 18022.

5. \$175,000 Term Note.

6. UCC-1 Financing Statements dated January 22, 1993.

7. Guaranty of Eric D. Garst dated December 4, 1992.

8. Pledge, Assignment and Security Agreement between Eric D. Garst and The First National Bank of Maryland, N.A.


(MP) [Signature]

EXHIBIT B

1. Two (2) EMD GP 7 Diesel Locomotives, 1500 HP, 567 BC engines with Dash Electric System, MU, 26 L Brakes, Serial Nos. 53-D-63 and S-9135, respectively bearing road nos. 341 (EX-ATSF 2202) and 346 (EX-ATSF 2150), together with all accessions, accessories, equipment, appurtenances and replacements appertaining or attached thereto. One (1) wheel set/traction motor set combination for one (1) of the above locomotives. No additional parts shall be part of this purchase.
2. One (1) Unimog Case Mercedes-Benz carmover unit bearing Serial No. 30390.

ALLONGE -- INDORSEMENT OF \$106,666 TERM NOTE

On this second day of June, 1995, The First National Bank of Maryland, N.A. assigns, transfers and sets over, without recourse as to collection, all of its right, title, and interest in the within and annexed \$106,666 Term Note, and by this indorsement, which has been affixed to the \$106,666 Term Note as a part of the instrument, to pay the \$106,666 Term Note to the order of Eric D. Gerst.

THE FIRST NATIONAL BANK OF
MARYLAND, N.A. 



By: Michael Lindell TRANSPORTATION EXECUTIVE
Authorized Representative

EXHIBIT C

ALLONGE -- INDORSEMENT OF \$175,000 TERM NOTE

On this second day of June, 1995, The First National Bank of Maryland, N.A. assigns, transfers and sets over, without recourse as to collection, all of its right, title, and interest in the within and annexed \$175,000 Term Note, and by this indorsement, which has been affixed to the \$175,000 Term Note as a part of the instrument, to pay the \$175,000 Term Note to the order of Eric D. Gerst.

THE FIRST NATIONAL BANK OF
MARYLAND, N.A. (MP)

By: Michael Pindley *Transaction Executive*
Authorized Representative

EXHIBIT D



Mail Code
P.O. Box 1596
Baltimore, MD 21203

Tel:

June 2, 1995

Mr. Eric D. Gerst
Two Bala Plaza
Suite 300
Bala Cynwyd, PA 19004

Dear Mr. Gerst:

The First National Bank of Maryland ("the Bank") avers, certifies, and recognizes by this letter that the signatures on the telefaxed allonge/indorsements, which are to be affixed to the \$106,666 Term Note and the \$175,000 Term Note this date, are, in fact, original signatures of a representative of the Bank authorized to indorse the Term Notes and hereby directs you to affix such allonge/indorsements to the Notes.

THE FIRST NATIONAL BANK OF
MARYLAND

By: 
Michael C. Pindell, Transportation Executive